

SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

1722 EYE STREET, N.W.
WASHINGTON, D.C. 20006
TELEPHONE 202: 429-4000

TELEX 89-463

RECORDATION NO. 14717 Filed 1425

JUN 28 1985 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

June 28, 1985

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
312: 853-7000 TELEX 25-4364

2049 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067
213: 553-8100 TELEX 18-1391

520 MADISON AVENUE
NEW YORK, NEW YORK 10022
212: 418-2100 TELEX 97-1696

31 ST. JAMES'S SQUARE
LONDON, SW1Y 4JR, ENGLAND
44-1: 930-5596 TELEX 21781

P.O. BOX 190
MUSCAT, SULTANATE OF OMAN
968: 722-411 TELEX 5266

P.O. BOX 4619
DEIRA, DUBAI-U.A.E.
9714-283194 TELEX 47216

5 SHENTON WAY
SINGAPORE 0106
65: 224-5000 TELEX 28754

P.O. BOX 8650
RIYADH, SAUDI ARABIA
966-1-463-4160 TELEX 204947

SIDLEY & AUSTIN & NAGUIB
AHMED NESSIM STREET, 3
GIZA, CAIRO, EGYPT
202: 729-499 TELEX 93750

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Room 2215
12th and Constitution Avenue
Washington, D.C. 20423

Dear Mr. Bayne:

Enclosed herewith are an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The document is a participation agreement, a primary document, dated June 19, 1985.

The names and addresses of the parties to the Participation Agreement are as follows:

Lessee: CANADIAN NATIONAL RAILWAY COMPANY
935 de La Gauchetiere Street West
Montreal, Quebec, CANADA
H3B 2M9

Owner-Lessor: CONTAINER PORT OF ALBERTA
RESEARCH CORPORATION
2737 Toronto Dominion Tower
Edmonton, Alberta, CANADA
T5J 2Z1

Trustee: THE CANADA TRUST COMPANY
110 Yonge Street
Toronto, Ontario, CANADA
M5C 1T4

Completed
D. H. Bayne

Mr. James H. Bayne
June 28, 1985
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Lender: LONDON LIFE INSURANCE COMPANY
255 Dufferin Avenue
London, Ontario, CANADA
N6A 4K1

Builder: NATIONAL STEEL CAR LIMITED
P.O. Box 450
602 Kenilworth Avenue North
Hamilton, Ontario, CANADA
L8N 3J4

A description of the equipment covered by the Participation Agreement follows:

Type of Equipment:	Five-Pak Articulated Intermodal Budd/Thrall LO-PAC 2000 Well Flat Cars
Specifications:	CN Freight Equipment General Specification SS-1974 revised July, 1976, CN Specification F 50-20 dated September, 1984, Builder's Proposal dated 22 October, 1984, and Builder's letters of 22 October (2), 26 October, 8 November, 1984, 7, 8, 15 January, 6 February, and 12 March 1985 and CN letter of 4 February, 1985.
Quantity:	82
Identification Marks:	"OWNERSHIP SUBJECT TO SECURITY AGREEMENTS FILED WITH REGISTRAR GENERAL OF CANADA AND I.C.C."
Lessee's Road Numbers (Both Inclusive)*:	CN 683200 through CN 683589; CN 637000 through CN 637019

* Each unit has 5 platforms and each platform is numbered consecutively.

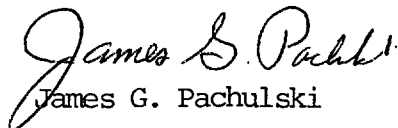
Mr. James H. Bayne
June 28, 1985
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A fee of \$10.00 is enclosed. Please return the original after recordation to the undersigned at the address listed above.

A short summary of the Participation Agreement to appear in the index follows:

"Participation agreement among CANADIAN NATIONAL RAILWAY COMPANY, 935 de La Gauchetiere Street West, Montreal, Quebec, Canada, H3B 2M9, CONTAINER PORT OF ALBERTA RESEARCH CORPORATION, 2737 Toronto Dominion Tower, Edmonton, Alberta, Canada, T5J 2K1, THE CANADA TRUST COMPANY, 110 Yonge Street, Toronto, Ontario, Canada, M5C 1T4, LONDON LIFE INSURANCE COMPANY 255 Dufferin Avenue, London, Ontario, Canada, N6A 4K1, and the NATIONAL STEEL CAR LIMITED, P.O. Box 450, 602 Kenilworth Avenue North, Hamilton, Ontario, Canada, L8N 3J4, dated June 19, 1985, covering 82 well flat cars."

Very truly yours,


James G. Pachulski

Enclosure

CANADIAN NATIONAL RAILWAY COMPANY
LEASE FINANCING

14717
RECORDATION NO. Filed 1425
JUN 28 1985 10 15 AM
INTERSTATE COMMERCE COMMISSION

11.5% SECURED EQUIPMENT NOTES

PARTICIPATION AGREEMENT

Dated as of June 19, 1985

Among

CANADIAN NATIONAL RAILWAY COMPANY

as Lessee

and

CONTAINER PORT OF ALBERTA RESEARCH CORPORATION

as Owner-Lessor

and

THE CANADA TRUST COMPANY

as Trustee

and

LONDON LIFE INSURANCE COMPANY

as Lender

and

NATIONAL STEEL CAR LIMITED

as Builder

PARTICIPATION AGREEMENT dated as of June 19, 1985, among CANADIAN NATIONAL RAILWAY COMPANY, a body corporate duly existing under the laws of Canada (the "Lessee"), CONTAINER PORT OF ALBERTA RESEARCH CORPORATION, a body corporate duly existing under the laws of Canada (the "Owner-Lessor"), THE CANADA TRUST COMPANY, a trust company duly existing under the laws of Canada (the "Trustee") acting in its capacity as trustee only and not in its personal capacity, LONDON LIFE INSURANCE COMPANY (the "Lender") and NATIONAL STEEL CAR LIMITED (the "Builder").

WHEREAS:

The Owner-Lessor, pursuant to the assignment hereinafter made by the Lessee, will purchase from the Builder, pursuant to a Conditional Sale Agreement dated as of the date hereof substantially in the form of Exhibit A hereto (the "CSA"), the units of railroad equipment described in Annex B to the CSA. The units delivered and accepted under the CSA are hereinafter called the "Equipment".

The Lessee will enter into a Lease of Railroad Equipment with the Owner-Lessor in substantially the form of Exhibit B hereto (the "Lease").

The Lender will purchase from the Trustee the Secured Equipment Notes, as same are defined in the Deed of Trust hereinafter referred to in this Agreement and the Trustee will use the proceeds thereof to satisfy its obligation to the Builder pursuant to the CSA Assignment (as hereinafter defined).

The right, title and interest of the Builder in the CSA, including the property in and title to the Equipment, will be assigned to the Trustee pursuant to the Assignment of the Conditional Sale Agreement substantially in the form of Exhibit C hereto (the "CSA Assignment").

The right, title and interest of the Owner-Lessor in the Lease, including the rental payments thereunder, will be assigned to the Trustee pursuant to the Assignment of Lease substantially in the form of Exhibit D hereto (the "Lease Assignment") as collateral security for the Owner-Lessor's obligations under the CSA and the due payment of the Secured Equipment Notes.

The Trustee will be acting throughout the transactions set forth herein as trustee under a Deed of Trust substantially in the form of Exhibit E hereto (the "Deed of Trust") pursuant to which the Trustee will issue the Secured Equipment Notes and use the proceeds thereof to purchase from the Builder its interest in the CSA, pursuant to the CSA Assignment.

NOW, THEREFORE, in consideration of the above premises and the agreements and the covenants hereinafter contained, the parties hereto hereby agree as follows:

1. Basic Documents. Concurrently with the execution hereof, the parties will execute and deliver the following instruments: (i) the Owner-Lessor and the Builder will execute and deliver the CSA pursuant to which the Owner-Lessor will purchase the Equipment from the Builder; (ii) the Trustee, the Builder and the Owner-Lessor will execute and deliver the CSA Assignment pursuant to which the Trustee will acquire the right, title and interest of the Builder in the CSA, including the property in and title to the Equipment; (iii) the Owner-Lessor and the Lessee will execute and deliver the Lease pursuant to which the Lessee will lease the Equipment; (iv) the Trustee, the Owner-Lessor and the Lessee will execute and deliver the Lease Assignment pursuant to which the Trustee will acquire the right, title and interest of the Owner-Lessor in the Lease, including the right to receive the rental payments thereunder; and (v) the Owner-Lessor and the Trustee will execute and deliver the Deed of Trust providing for the execution and delivery by the Trustee, as trustee for the benefit of the holders of the Secured Equipment Notes, of the CSA Assignment, the Lease Assignment and the issue and sale of the Secured Equipment Notes.

The Lessee hereby assigns, transfers and sets over unto the Owner-Lessor, its successors and assigns, all the right, title and interest of the Lessee in and to any contractual arrangements with the Builder, including the Indentures made between the Builder and the Lessee as of May 15, 1985 and June 3, 1985 (the "Purchase Order"), insofar as the Purchase Order relates to the Equipment; provided, however, that it is understood and agreed that all obligations of the Owner-Lessor to the Builder under the Purchase Order shall be superseded on the First Delivery Date (as defined in paragraph 7 hereof) by the CSA and the obligations of the Owner-Lessor to purchase and pay for the Equipment shall be exclusively and completely governed by, and subject to, the conditions provided herein and in the CSA.

The Lessee covenants with the Builder that, in the event of the exclusion of any unit of Equipment from the CSA pursuant to the second paragraph of Article 3 of the CSA or the first paragraph of Article 4 of the CSA, the Lessee will be obligated to purchase such units in accordance with and subject to the terms of the Purchase Order, and the Owner-Lessor shall have no right or, provided it is not in default hereunder, obligation with respect thereto.

2. Lender's Participation. On each Closing Date (as defined in the CSA) the Owner-Lessor will pay to the Builder the amount referred to in subparagraph (a) of the fourth paragraph of Article 4 of the CSA in respect of the units of Equipment delivered to and accepted by the Owner-Lessor as provided in the CSA. An amount equal to the Balance of the Purchase Price (as defined in the CSA) in respect of such units (the "Trustee's Required Payment") as hereinafter provided, will then be paid to the Builder by the Trustee in consideration of the assignment to the Trustee of the Builder's right, title and interest in the CSA with respect to such units, including the property in and title to such units, the whole pursuant to the CSA Assignment.

Subject to the terms and conditions hereof, the Lender will deposit with the Trustee, in immediately available funds, not later than 10:00 a.m., Montréal time, on each Closing Date (the "Expiry Time") the Trustee's Required Payment to be made on such Closing Date, and provided the deposit of the Lender required as aforesaid has been received by the Trustee prior to the Expiry Time, (i) the Trustee will apply such deposit to make such Trustee's Required Payment, and (ii) the Trustee will issue and sell to the Lender one or more Secured Equipment Notes in an aggregate principal amount equal to such Trustee's Required Payment (the "Lender's Note"). The obligation of the Lender hereunder to make deposits and purchase Secured Equipment Notes is limited to its maximum commitment of \$14,600,000.

The Lessee will give to the Trustee notice given by rapifax or telex, confirmed in writing, of the Trustee's Required Payment to be made on each Closing Date at least five business days prior thereto. Such Closing Date may be moved forward or delayed by no more than four weeks by notice by rapifax or telex, confirmed in writing, by the Lessee to the Trustee, the Builder, the Lender and the Owner-Lessor not later than five days prior to the earlier of (i) the regularly scheduled Closing Date or (ii) the Closing Date set forth in such notice.

The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and any other day on which banking institutions in Montréal or Toronto are authorized or obligated to remain closed. All interest which may become payable under this Agreement shall be calculated as provided in the Deed of Trust.

The forms of the Exhibits to this Agreement and the Annexes thereto are hereby approved by the Lender and its successors and the Trustee is authorized to enter into such agreements to which it is a party. The Trustee will not enter into or consent to any modification or supplement to such agreements that could adversely affect the interest of the Lender or its successors without the prior written approval of the Lender or its successors, it being agreed that changes in the provisions of the Lease which do not modify or change the obligations of the Owner-Lessor under the CSA and which do not otherwise affect the obligations of the Lessee to make the rental payments under the Lease shall be deemed not to affect adversely the interest of the Lender or its successors.

The Trustee will hold the monies deposited with it pursuant hereto, the rights under the CSA, the property in and title to the Equipment following delivery and acceptance, as provided in the CSA, and any payments received by it pursuant to the CSA Assignment and the Lease Assignment, in trust as provided in the Deed of Trust. It is agreed that the obligations of the Trustee hereunder as such title holder and with respect to the payments to the Lender to be made by the Trustee are only those expressly set forth herein and in the Deed of Trust.

3. Lessee's Representations. The Lessee represents and warrants to each of the other parties to this Agreement as follows:

- (a) The Lessee is a body corporate duly incorporated and validly subsisting under the laws of Canada with full power and authority to own its property and carry on its business as same is presently carried on;
- (b) The Lessee is duly authorized and empowered to execute and deliver this Agreement, the Lease and the Lease Assignment, and to fulfil and comply with the terms, conditions and provisions hereof and thereof and all authorizations or approvals which are necessary for the execution, delivery and performance of this Agreement, the Lease and the

Lease Assignment by the Lessee have been obtained and remain in full force and effect as of the date hereof;

- (c) This Agreement, the Lease and the Lease Assignment have been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties thereto, are legal and valid instruments, binding on the Lessee in accordance with their respective terms;
- (d) Neither the execution, nor the delivery, nor the performance of this Agreement, the Lease or the Lease Assignment will violate the constating documents or by-laws of the Lessee or result in the breach of any indenture or other agreement to which it is a party or by which it is bound or contravene any judgment, decree, order, statute, rule or regulation applicable to the Lessee; and
- (e) The Lessee has not itself offered or sold any Secured Equipment Notes or other securities related thereto, or solicited offers to buy any interest in Secured Equipment Notes or other securities related thereto in a manner and in jurisdictions where same is or would have been in the circumstances of such offer, sale or solicitation, in contravention of applicable securities laws of such jurisdiction.

4. Owner-Lessor's Representations. The Owner-Lessor represents and warrants to each of the other parties to this Agreement as follows:

- (a) The Owner-Lessor is a corporation duly incorporated and validly subsisting under the laws of Canada with full power and authority to own its property and carry on its business as same is presently carried on;
- (b) The Owner-Lessor is duly authorized and empowered to execute and deliver this Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Deed of Trust, and to fulfil and comply with the terms, conditions and provisions hereof and thereof;
- (c) This Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Deed of Trust have been duly authorized, executed and delivered

by the Owner-Lessor and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against the Owner-Lessor in accordance with their respective terms;

- (d) Neither the execution, nor the delivery, nor the performance of this Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment or the Deed of Trust will violate the constating documents or by-laws of the Owner-Lessor or result in the breach of any indenture or other agreement to which it is a party or by which it is bound or contravene any judgment, decree, order, statute, rule or regulation applicable to the Owner-Lessor; and
- (e) The Owner-Lessor has not directly or indirectly offered or sold any Secured Equipment Notes or other securities related thereto, or solicited offers to buy any interest in Secured Equipment Notes or other securities related thereto in a manner and in jurisdictions where same is or would have been in the circumstances of such offer, sale or solicitation, in contravention of applicable securities laws of such jurisdiction.

5. Builder's Representations. The Builder represents and warrants to each of the other parties to this Agreement as follows:

- (a) The Builder is a corporation duly incorporated and validly subsisting under the laws of Canada with full power and authority to own its property and carry on its business as same is presently carried on;
- (b) The Builder is duly authorized and empowered to execute and deliver this Agreement, the CSA and the CSA Assignment, and to fulfil and comply with the terms, conditions and provisions hereof and thereof;
- (c) This Agreement, the CSA and the CSA Assignment have been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against the Builder in accordance with their respective terms; and

- (d) Neither the execution, nor the delivery, nor the performance of this Agreement, the CSA or the CSA Assignment will violate the constating documents or by-laws of the Builder or result in the breach of any indenture or other agreement to which it is a party or by which it is bound or contravene any judgment, decree, order, statute, rule or regulation applicable to the Builder.

6. Lender's Representations. The Lender acknowledges that the Secured Equipment Notes have not been qualified for sale under the securities laws of Canada or any province thereof and are being sold to, and purchased by, the Lender in reliance upon exemptions contained in such laws. The Lender further represents that it is purchasing Secured Equipment Notes as principal for investment only and not with a view to resale or distribution.

7. First Delivery Date Conditions. The obligation of the Lender to deposit funds pursuant to Paragraph 2 hereof and to purchase the Secured Equipment Notes and of the Trustee to make the Trustee's Requirement Payment on each Closing Date to the Builder pursuant to the CSA and the CSA Assignment out of the proceeds of the sale of the Secured Equipment Notes shall be subject to the terms and conditions of the CSA and the CSA Assignment and to the receipt by the Trustee, on or prior to the first date of delivery of any unit of Equipment under the CSA (such date being hereinafter called the "First Delivery Date"), of the following documents, dated on or (except in the case of the documents referred to in subparagraphs (e), (f), (g) and (h)) not more than seven days prior to the First Delivery Date, in form and scope satisfactory to the Lender and its special counsel:

- (a) an opinion of Clarkson, Tétrault, special counsel for the Trustee and the Lender, to the effect that:
 - (i) this Agreement and the Deed of Trust have been duly authorized, executed and delivered and are legal, valid and binding instruments enforceable against the parties thereto in accordance with their respective terms;
 - (ii) the Secured Equipment Notes have been duly authorized and, when executed and delivered in accordance with the Deed of Trust, will constitute legal, valid and binding instruments enforceable against the Trust Estate in accordance with their terms;

- (iii) the CSA, the Lease, the CSA Assignment and the Lease Assignment have been duly authorized, executed and delivered and are legal, valid and binding instruments, enforceable in accordance with their terms;
- (iv) the Trustee, as trustee under the Deed of Trust, is vested, for the benefit of the holders of the Secured Equipment Notes, with all the right, title, interest, powers and privileges of the Builder purported to be assigned to it by the CSA Assignment, including the property in and title to the Equipment retained by the Vendor (as defined in the CSA) under the CSA;
- (v) the Trustee, as trustee under the Deed of Trust, is vested, for the benefit of the holders of the Secured Equipment Notes, with all the right, title and interest of the Owner-Lessor purported to be assigned to it by the Lease Assignment, including the right to receive all rental payments from the Lessee under the Lease;
- (vi) the CSA, the CSA Assignment, the Lease and the Lease Assignment have been duly filed with the Registrar General of Canada pursuant to the provisions of section 86 of the Railway Act (Canada);
- (vii) the CSA, the CSA Assignment, the Lease and the Lease Assignment have been duly registered in the appropriate central registries pursuant to the Sale of Goods on Condition Act of British Columbia and the Conditional Sales Act of Alberta respectively, and except that the registration must be renewed in British Columbia within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect or continue to protect in British Columbia and Alberta the rights of the Trustee in and to the Equipment under the CSA, the CSA Assignment, the Lease and the Lease Assignment;
- (viii) subject to the rights of the Lessee under the Lease, the rights of the Trustee in and

to the Equipment under the CSA and the CSA Assignment are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Owner-Lessor and against creditors of the Owner-Lessor in British Columbia and Alberta;

- (ix) the rights of the Trustee in and to the Equipment under the Lease and the Lease Assignment are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Lessee and against creditors of the Lessee in British Columbia and Alberta;
- (x) financing statements have been registered giving notice of the CSA and the Lease and financing change statements have been registered giving notice of the CSA Assignment and the Lease Assignment in accordance with the Personal Property Security Acts of Ontario, Manitoba and Saskatchewan and the interest of the Trustee in and to the Equipment pursuant to the foregoing agreements has been duly perfected in Ontario, Manitoba and Saskatchewan and except that registration must be renewed in Ontario and Manitoba within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect or continue to protect in Ontario, Manitoba and Saskatchewan the rights of the Trustee in and to the Equipment under the CSA, the CSA Assignment, the Lease and the Lease Assignment;
- (xi) under the law of Québec, there is no provision for the registration, recording or filing of the title or rights of the Trustee in and to the Equipment under the CSA and the CSA Assignment or of the right, title and interest of the Trustee under the Lease and the Lease Assignment, nor for the taking of any other action with respect thereto, in such province; under the law of Québec, such title and rights of the Trustee are effectively protected in that the Trustee as assignee of the Builder may revendicate, i.e., recover the Equipment from the Lessee, the Owner-Lessor or a third party in possession even in the event where

such third party purports to be the owner thereof, by proving its own title and the defects in the possession or title of such third party except where:

- (A) such third party shall have acquired title to the Equipment by way of prescription, which takes place after the lapse of three years, reckoning from the loss of possession, in favor of possessors in good faith, even when the loss of possession has been occasioned by theft;
 - (B) such third party shall have bought the Equipment in good faith in a fair or market or at a public sale, or from a trader dealing in similar articles, or by way of a commercial matter, except that so long as prescription has not been acquired, any Equipment lost or stolen may be revendicated although it has been bought in good faith as aforesaid, but the revendication in such cases can only take place upon reimbursing the third party the price he has paid; or
 - (C) such third party shall have acquired the Equipment pursuant to a sale under the authority of law;
- (xii) the CSA, the CSA Assignment, the Lease and the Lease Assignment have been duly filed with the Interstate Commerce Commission pursuant to the Interstate Commerce Act, and no other filing or recordation is necessary in order to protect the rights of the Trustee therein or in the Equipment in any state of the United States of America or the District of Columbia;
 - (xiii) no authorization or approval from any governmental or public body or authority in Canada is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, the Deed of Trust, the Secured Equipment Notes, the CSA, the CSA Assignment, the Lease or the Lease Assignment;
 - (xiv) under the circumstances contemplated by this Agreement it is not necessary to qualify the Secured Equipment Notes for sale under the

securities laws of Canada or any province thereof;

(xv) the Secured Equipment Notes are investments, subject to general investment conditions or restrictions, at the time of issue, in which the Canadian and British Insurance Companies Act (Canada) states that a company registered under Part III thereof may invest its funds, without availing itself for that purpose of the provisions of subsection (4) of section 63 thereof; and

(xvi) the legal opinions referred to in subparagraphs (b), (c) and (d) of this Paragraph 7 are satisfactory to said counsel and in its opinion the Lender, the Trustee and said counsel are justified in relying thereon;

and as to such other matters incidental to the transactions contemplated by this Agreement as the Lender may reasonably request;

(b) an opinion of Stikeman, Elliott, special counsel for the Lessee, to the effect that:

(i) the Lessee is a duly incorporated and validly subsisting corporation with full corporate power and authority to own its properties and to carry on its business;

(ii) this Agreement, the Lease and the Lease Assignment have been duly authorized, executed and delivered by the Lessee and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against the Lessee in accordance with their respective terms;

(iii) no authorization or approval from any governmental or public body or authority in Canada is required under the laws of Canada or any province thereof with respect to the entering into or, to the knowledge of said counsel, performance of this Agreement, the CSA, the Lease, the CSA Assignment or the Lease Assignment except those which have been duly obtained or accomplished;

- (iv) the CSA, the CSA Assignment, the Lease and the Lease Assignment have been duly filed with the Registrar General of Canada pursuant to the provisions of section 86 of the Railway Act (Canada);
- (v) the CSA, the CSA Assignment, the Lease and the Lease Assignment have been duly registered in the appropriate central registries pursuant to the Sale of Goods on Condition Act of British Columbia and the Conditional Sales Acts of Alberta respectively, and except that the registration must be renewed in British Columbia within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect or continue to protect in British Columbia and Alberta the rights of the Trustee in and to the Equipment under the CSA, the CSA Assignment, the Lease and the Lease Assignment;
- (vi) subject to the rights of the Lessee under the Lease, the rights of the Trustee in and to the Equipment under the CSA and the CSA Assignment are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Owner-Lessor and against creditors of the Owner-Lessor in British Columbia and Alberta;
- (vii) the rights of the Trustee in and to the Equipment under the Lease and the Lease Assignment are fully protected against any and all subsequent purchasers and mortgagees claiming from or under the Lessee and against creditors of the Lessee in British Columbia and Alberta;
- (viii) financing statements have been registered giving notice of the CSA and the Lease and financing change statements have been registered giving notice of the CSA Assignment and the Lease Assignment in accordance with the Personal Property Security Acts of Ontario, Manitoba and Saskatchewan and the interest of the Trustee in and to the Equipment pursuant to the foregoing agreements has been duly perfected in Ontario, Manitoba and Saskatchewan and except that registration must

be renewed in Ontario and Manitoba within three years of the initial registration and within three years of every renewal thereafter, no other registration, filing or recording is necessary in order to protect or continue to protect in Ontario, Manitoba and Saskatchewan the rights of the Trustee in and to the Equipment under the CSA, the CSA Assignment, the Lease and the Lease Assignment;

(ix) under the law of Québec, there is no provision for the registration, recording or filing of the title or rights of the Trustee in and to the Equipment under the CSA and the CSA Assignment or of the right, title and interest of the Trustee under the Lease and the Lease Assignment, nor for the taking of any other action with respect thereto, in such province; under the law of Québec, such title and rights of the Trustee are effectively protected in that the Trustee as assignee of the Builder may, under the CSA but subject to the rights of the Lessee under the Lease, revendicate, i.e., recover the Equipment from the Lessee, the Owner-Lessor or a third party in possession even in the event where such third party purports to be the owner thereof, by proving its own title and the defects in the possession or title of such third party except where:

(A) such third party shall have acquired title to the Equipment by way of prescription, which takes place after the lapse of three years, reckoning from the loss of possession, in favour of the possessors in good faith, even when the loss of possession has been occasioned by theft;

(B) such third party shall have bought the Equipment in good faith in a fair market, or at a public sale, or from a trader dealing in similar articles, or by way of a commercial matter, except that so long as prescription has not been acquired, any Equipment lost or stolen may be revendicated although it has been bought in good faith as aforesaid, but the

revendication in such cases can only take place upon reimbursing the third party the price he has paid; or

- (C) such third party shall have acquired the Equipment pursuant to a sale under the authority of law;
- (x) the CSA, the CSA Assignment, the Lease and the Lease Assignment have been duly filed with the Interstate Commerce Commission pursuant to the Interstate Commerce Act, and no other filing or recordation is necessary in order to protect the rights of the Trustee therein or in the Equipment in any state of the United States of America or the District of Columbia;
- (xi) no authorization or approval from any governmental or public body or authority in Canada is, to the knowledge of said counsel, necessary for the execution, delivery and performance of this Agreement, the Deed of Trust, the Secured Equipment Notes, the CSA, the CSA Assignment, the Lease or the Lease Assignment except for such as have been obtained and remain in full force and effect;
- (xii) under the circumstances contemplated by this Agreement and assuming that the Secured Equipment Notes have been offered only to, or offers to purchase same solicited from, sophisticated purchasers (as defined in the Securities Act of Québec) or persons possessing a similar status under the securities laws of the other provinces of Canada, it is not necessary to qualify the Secured Equipment Notes under the securities legislation of Canada or any province thereof or to take any other action in connection therewith; and
- (xiii) the Secured Equipment Notes are investments, subject to general investment conditions or restrictions, at the time of issue, in which the Canadian and British Insurance Companies Act (Canada) states that a company registered under Part III thereof may invest its funds, without availing itself for that purpose of the provisions of subsection (4) of section 63 thereof;

- (c) an opinion of Lucas, Edwards & Bishop, counsel for the Owner-Lessor, to the effect that:
- (i) the Owner-Lessor is a corporation duly incorporated, validly existing and in good standing under the laws of Canada with full power and authority to own its properties and to carry on its business;
 - (ii) this Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Deed of Trust have been duly authorized, executed and delivered by the Owner-Lessor and, assuming the due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against the Owner-Lessor in accordance with their respective terms;
 - (iii) to the knowledge of such counsel after due enquiry, no mortgage, deed of trust or other instrument now in existence which may create a lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interest therein of the Owner-Lessor, now attaches or hereafter will attach to the Equipment or in any manner affects or will affect adversely the right, title and interest of the Trustee therein;
 - (iv) neither the entering into, execution or delivery of this Agreement, the CSA, the Lease, the CSA Assignment, the Lease Assignment or the Deed of Trust will violate the constating documents or by-laws of the Owner-Lessor nor result in a default under any indenture or other agreement to which it is a party or by which it is bound; and
 - (v) no authorization or approval from any governmental body or authority of Canada or any province thereof is to the knowledge of such counsel necessary for the execution, delivery and performance by the Owner-Lessor of this Agreement or any of the transactions contemplated hereunder including execution, delivery and performance of the CSA, the Lease, the CSA Assignment, the Lease Assignment and the Deed of Trust;

- (d) an opinion of Campbell, Godfrey & Lewtas, counsel for the Builder, to the effect that
 - (i) the Builder is a duly organized and existing corporation under the laws of Canada and has the power and authority to own its property and to carry on its business as now conducted;
 - (ii) this Agreement, the CSA and the CSA Assignment have been duly authorized, executed and delivered by the Builder and, assuming due authorization, execution and delivery by the other parties thereto, are legal, valid and binding instruments, enforceable against the Builder in accordance with their terms; and
 - (iii) as at the date of such opinion, the Equipment was free of all registered claims, liens, security interests or other encumbrances of any nature which affect title, arising from, through or under the Builder, other than those created by this Agreement and the transactions contemplated herein;
- (e) a certificate of an officer of the Lessee to the effect that (i) the Lessee is not in default under, and to its knowledge there is no event which with the passage of time or the giving of notice or both would place the Lessee in default under, this Agreement or the Lease and (ii) the representations and warranties of the Lessee set forth in Paragraph 3 hereof are true and correct as of the First Delivery Date as if made on and as of such date;
- (f) a certificate, pursuant to paragraph 111(2)(a) of the Financial Administration Act (Canada) of the chairman or chief executive officer of the Lessee stating that the borrowing by the Lessee under the Lease has been approved by the Minister of Finance pursuant to subsection 134(3) of such Act;
- (g) a certificate of an officer of the Owner-Lessor to the effect that (i) the Owner-Lessor is not in default under, and to its knowledge there is no event which with the passage of time or the giving of notice or both would place the Owner-Lessor in default under, this Agreement or the CSA, (ii) the representations and warranties of the Owner-Lessor in Paragraph 4 hereof are true and correct as of the First Delivery Date as if made on and as of

such date, and (iii) no liens of any nature whatsoever have been filed and are currently in effect against the Owner-Lessor which could adversely affect the interests of the Trustee in the Equipment or in the Lease or the rentals or other payments due or to become due thereunder;

- (h) a certificate of an officer of the Builder to the effect that (i) the Builder is not in default under, and to its knowledge there is no event which with the passage of time or the giving of notice or both would place the Builder in default under, this Agreement or the CSA, (ii) the representations and warranties of the Builder in Paragraph 5 hereof and in the third paragraph of Article 13 of the CSA are true and correct as of the First Delivery Date as if made on and as of such date, and (iii) no liens of any nature whatsoever have been filed and are currently in effect against the Builder which could adversely affect the title and interests of the Trustee in and to the Equipment;

In giving the opinions set forth in subparagraphs (a) through (d) of this Paragraph 7, counsel may qualify their respective opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally. In giving their opinions set forth in subparagraphs (a) and (b) counsel may, with respect to laws of any jurisdiction other than Québec and the federal laws of Canada applicable therein, or Ontario and the federal laws of Canada applicable therein with respect to which they may rely on the opinion of Stikeman, Elliott, Toronto, rely on the opinion of local counsel qualified with respect to such laws, provided that their opinion states the scope of such reliance. The opinion referred to in subparagraphs (a), (c) and (d) above shall also be addressed to the Lessee. In addition to the opinion referred to in (c), counsel will pass upon, and counsels referred to in (a) and (b) will rely on, the registration of the various agreements in Toronto and the effect thereof. In rendering the opinion set forth in subparagraph (c), counsel may rely on the opinion of Stikeman, Elliott, Toronto, with respect to the enforceability of this Agreement under the laws of Ontario and of the other agreements stated by their terms to be subject to such law.

8. Conditions to Owner-Lessor's Obligations. The obligations of the Owner-Lessor to furnish funds and to make payment for the units of Equipment on any Closing Date shall be subject to the terms and conditions of the CSA and the Lease and (i) the receipt by the Owner-Lessor on or before the First Delivery Date of opinions of counsel and certificates, dated and to the same effect as the opinions and certificates set forth in subparagraphs (a), (b), (d), (e), (f) and (h) of Paragraph 7 hereof, (ii) the receipt by the Trustee on or before the First Delivery Date of the opinions of counsel and certificates it is to receive pursuant to Paragraph 7 hereof and (iii) the receipt by the Owner-Lessor on or before the First Delivery Date of a written opinion of a railway equipment expert (who may be an employee of the Lessee) to the effect that at the end of the 15th year of the Lease, 25% of the Purchase Price is a reasonable estimate for the then fair market value of the Equipment (excluding from such value any cost to the Owner-Lessor for removal and delivery of possession of the Equipment to the Owner-Lessor).

9. Closing Date Procedures. Subject to the terms and conditions hereof and provided the Lender has deposited with the Trustee an amount equal to the Trustee's Required Payment prior to the Expiry Time, upon (i) each purchase by the Owner-Lessor under the CSA of a Group (as therein defined) of the Equipment, (ii) the receipt on the First Delivery Date of the documents set forth in Paragraph 7 hereof and satisfaction of the conditions set forth therein and (iii) the receipt by the Trustee of the documents with respect to such Group which are to be delivered by the Builder in accordance with Section 4 of the CSA Assignment, the Trustee will on each Closing Date pay to the Builder, in accordance with the CSA Assignment, the amount required to be paid to the Builder pursuant to Section 4 of the CSA Assignment with respect to such Group.

10. Receipt and Disbursement by Trustee. All monies held by or coming into the possession of the Trustee under the CSA, the CSA Assignment, the Lease or the Lease Assignment (including, without limitation, all payments on account of principal, interest or other sums payable in respect of the Secured Equipment Notes and the net proceeds of any repossession and sale or lease of any unit of the Equipment) shall be applied and distributed by the Trustee in accordance with the terms and conditions of the Deed of Trust.

Pursuant to the Deed of Trust, so long as, to the actual knowledge of the Trustee, the Lessee is not in default under this Agreement, and no event of default or event which with lapse of time and/or giving of notice provided for in

the CSA or the Lease, could constitute an event of default under the CSA or an Event of Default under the Lease shall have occurred and be continuing, the Trustee shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights or taking or refraining from taking any action which may be vested in it, or which it may be entitled to assert or take, hereunder or under the CSA, the CSA Assignment, the Lease, the Lease Assignment or the Secured Equipment Notes.

The Trustee does not make any representation or assume any responsibility with respect to (i) the validity of the Deed of Trust, the CSA, the CSA Assignment, the Lease or the Lease Assignment (except with respect to its own execution thereof) or any of the matters covered thereby or (ii) the value of or title to the Equipment.

11. Lessee Reports. The Lessee will deliver to the Owner-Lessor and the Trustee (i) as soon as available and in any event within 90 days after the end of each fiscal year of the Lessee, the certificate required by Section 8 of the Lease and (ii) as soon as available for public release, its Annual Reports and Interim Financial Reports.

12. Addresses. All deposits to be made hereunder by the Lender with the Trustee shall be made with The Canada Trust Company to account #010-512285 designated as "The Canada Trust Company - Trustee, Secured Equipment Notes", at its offices in Montréal, Toronto or London, Ontario. All documents deliverable hereunder to the Trustee shall be delivered to it at 110 Yonge Street, Toronto, Ontario, M5C 1T4, Attention of Manager Corporate Trust Department, or as the Trustee may otherwise specify.

All documents and funds deliverable hereunder to the Lender shall be delivered or mailed to it at 255 Dufferin Avenue, London, Ontario, N6A 4K1, Attention of Director Private Placements, or as the Lender may otherwise specify.

All documents and funds deliverable hereunder to the Lessee shall be delivered to it at 935 de La Gauchetiere Street West, Montréal, Québec, H3B 2M9, Canada, Attention of Treasurer.

All documents and funds deliverable hereunder to the Owner-Lessor shall be delivered to it at 2737 Toronto Dominion Tower, Edmonton, Alberta, T5J 2Z1, Attention of President.

13. Expenses. The Owner-Lessor agrees to pay or cause to be paid (i) one half of (A) the costs and expenses incurred in connection with the initial preparation of this Agreement, the CSA, the CSA Assignment, the Lease, the Lease Assignment, the Deed of Trust and other documents related thereto, including the reasonable fees and disbursements in connection therewith of Stikeman, Elliott, (B) the out-of-pocket expenses of the Lender and the reasonable fees and out-of-pocket expenses of the Trustee (except those incurred subsequent to termination of the Lease by the Trustee after the occurrence of an Event of Default, as defined in the Lease, or attributable to periods during the continuance of a Declaration of Default made under the CSA while an Event of Default shall have occurred and be continuing), including the reasonable fees and disbursements of Clarkson, Tétrault, (C) the fees of Dominion Securities Pitfield Limited in connection with the arranging of the placement of the Secured Equipment Notes (collectively the "Placement Fees") and (D) all filing, recording, registration and similar fees incurred pursuant to Section 16 of the Lease and (ii) its own expenses incurred in connection herewith, including without restriction the fees and expenses of its counsel. The Lessee shall pay or cause to be paid the other half of the expenses described in clauses (i)(A), (B), (C) and (D) above together with the fees and expenses of its counsel incurred for its benefit. Vis-à-vis all parties hereto, except for the Owner-Lessor, the Lessee will be responsible for the expenses referred to in (i)(A), (B) and (C) above. The Builder shall pay for its own cost and expenses. This provision shall apply whether or not the transactions contemplated herein are completed provided, however, that if such transactions are not completed because of the default of one or more party, such party or parties shall be responsible for all such costs and expenses.

14. Notice of Default. In the event that the Owner-Lessor or the Lessee shall have knowledge of an Event of Default under the Lease or an event of default under the CSA, such party shall give prompt notice by telephone (confirmed in writing) thereof to the Trustee and, in the case of notices by the Lessee, to the Owner-Lessor.

15. Governing Law. The terms of this Agreement and all rights and obligations of the parties hereto hereunder shall be governed by the laws of Ontario and the laws of Canada applicable therein. Such terms, rights and obligations may not be changed orally, but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought.

16. Rights of Lender. The Lender or its successors and any assignee thereof of any portion of the Lender's or its successors' interest in the Secured Equipment Notes shall have no further interest in or other right with respect to the Equipment when and if the principal of and interest on the Secured Equipment Notes and such other sums as are payable to such party hereunder, under the CSA and the CSA Assignment, if any, shall have been paid in full.

17. Rights of Lessee. Subject to the payment to the Builder by the Owner-Lessor and the Trustee of the amounts referred to in subparagraph (a) of the fourth paragraph of Article 4 of the CSA and Section 4 of the CSA Assignment respectively and notwithstanding anything to the contrary contained in this Agreement, the parties agree that, so long as (i) the Lessee shall not be in default under the Lease and (ii) the Lessee is complying with the provisions of the Lease Assignment, the Lessee shall be entitled to the quiet enjoyment, use and possession of the Equipment and all its other rights under the Lease including, without restriction, its options to purchase as same are set forth in Section 15 of the Lease.

18. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument and it shall not be necessary that the parties hereto sign the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CANADIAN NATIONAL RAILWAY
COMPANY

CONTAINER PORT OF ALBERTA
RESEARCH CORPORATION



by *John H. Mann*
Senior Vice-President and
Chief Financial Officer

by _____

by *A. G. Lussell*
Deputy Secretary

by _____

NATIONAL STEEL CAR LIMITED

THE CANADA TRUST COMPANY

by _____

by _____

by _____

by _____

LONDON LIFE INSURANCE COMPANY

by _____

by _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CANADIAN NATIONAL RAILWAY
COMPANY

CONTAINER PORT OF ALBERTA
RESEARCH CORPORATION

by _____

by  _____

by _____

by _____

NATIONAL STEEL CAR LIMITED

THE CANADA TRUST COMPANY

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by _____

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LONDON LIFE INSURANCE COMPANY

by _____

by _____

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CANADIAN NATIONAL RAILWAY
COMPANY

CONTAINER PORT OF ALBERTA
RESEARCH CORPORATION

by _____

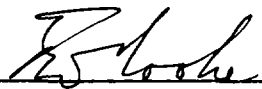
by _____

by _____

by _____

NATIONAL STEEL CAR LIMITED

THE CANADA TRUST COMPANY

by 
PRESIDENT

by _____

by David E. Poole

by _____

LONDON LIFE INSURANCE COMPANY

by _____

by _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CANADIAN NATIONAL RAILWAY
COMPANY

by _____

by _____

CONTAINER PORT OF ALBERTA
RESEARCH CORPORATION

by _____

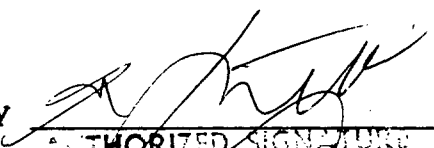
by _____

NATIONAL STEEL CAR LIMITED

by _____

by _____

THE CANADA TRUST COMPANY

by  _____
AUTHORIZED SIGNATURE

by  _____
AUTHORIZED SIGNATURE

LONDON LIFE INSURANCE COMPANY

by _____

by _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

CANADIAN NATIONAL RAILWAY
COMPANY

CONTAINER PORT OF ALBERTA
RESEARCH CORPORATION

by _____

by _____

by _____

by _____

NATIONAL STEEL CAR LIMITED

THE CANADA TRUST COMPANY

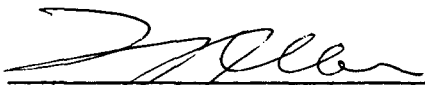
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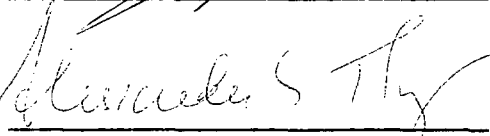
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LONDON LIFE INSURANCE COMPANY

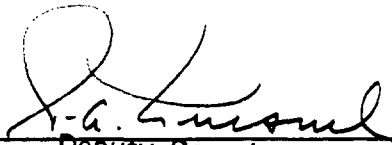
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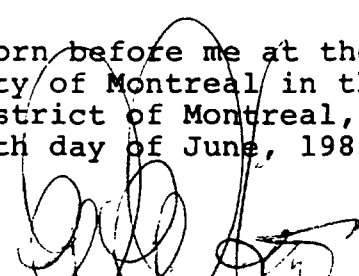
ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I, Paul-A. Quesnel, of the City of Montreal, District of Montreal, in the Province of Quebec, the Deputy Secretary of Canadian National Railway Company (the "Company"), MAKE OATH AND SAY AS FOLLOWS:

1. That the paper writing hereto annexed is a true copy of a Participation Agreement, dated as of June 19, 1985 (the "Participation Agreement") and of every schedule or inventory thereto annexed or therein referred to as made, given and executed by the Company.
2. That I, as Deputy Secretary, of the Company, being duly authorized to do so, did affix the seal of the Company to the said Participation Agreement, did sign the said Participation Agreement as Deputy Secretary of the Company and did duly deliver the said Participation Agreement as of the act and deed of the Company on the 19th day of June, 1985.
3. That the head office and chief place of business of the Company is at 935 de La Gauchetière Street West, Montreal, Quebec, Canada.


Deputy Secretary

Sworn before me at the
City of Montreal in the
District of Montreal, this
19th day of June, 1985.


Notary Public in and for the
Province of Ontario

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I, A. TOTTRUP, of the City of EDMONTON
ALBERTA, County of —, in the Province of
—, a PRESIDENT of CONTAINER PORT
OF ALBERTA RESEARCH CORP. a CANADIAN Corporation (the "Company"), MAKE
OATH AND SAY AS FOLLOWS:

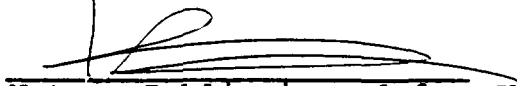
1. That the paper writing hereto annexed is a true copy of a Participation Agreement, dated as of June 19, 1985 (the "Participation Agreement") and of every schedule or inventory thereto annexed or therein referred to as made, given and executed by the said Company.

2. That I, as PRESIDENT, of the said corporation, being duly authorized to do so, did affix the seal of the said corporation to the said Participation Agreement, did sign the said Participation Agreement as PRESIDENT of the said Company and did duly deliver the said Participation Agreement as the act and deed of the said Company on the 19 day of JUNE, 1985.

3. That the head office and chief place of business of the Company is at 2737 TORONTO DOMINION TOWER, Canada.
EDMONTON ALBERTA



Sworn before me at the
City of EDMONTON in the
county of — this
19 day of JUNE, 1985.



Notary Public in and for
the County of — and
City of EDMONTON.

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I, Marjorie Strutt, of the City of Toronto, County of York, in the Province of Ontario, a Senior Corporate Trust Officer of The Canada Trust Company (the "Company"), MAKE OATH AND SAY AS FOLLOWS:

1. That the paper writing hereto annexed is a true copy of a Participation Agreement, dated as of June 19, 1985 (the "Participation Agreement") and of every schedule or inventory thereto annexed or therein referred to as made, given and executed by the said Company.

2. That I, as Senior Corporate Trust Officer, of the said corporation, being duly authorized to do so, did affix the seal of the said corporation to the said Participation Agreement, did sign the said Participation Agreement as Senior Corporate Trust Officer and did duly deliver the said Participation Agreement as the act and deed of the said Company on the 19th day of June, 1985.

3. That the head office and chief place of business of the Company is at London, Ontario, Canada.

SWORN BEFORE ME at the
City of Toronto, in the
County of York, this
19th day of June, 1985.

)
)
)
)
)
)
)
)
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)



A Notary Public in and for
the Province of Ontario.

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I, DAVID E. POOLE, of the City of BURWINGTON
, County of HALTON, in the Province of
ONTARIO, an ASSISTANT SECRETARY of NATIONAL
STEEL CAR LIMITED a CANADIAN Corporation (the "Company"), MAKE
OATH AND SAY AS FOLLOWS:

1. That the paper writing hereto annexed is a true copy of a Participation Agreement, dated as of June 19, 1985 (the "Participation Agreement") and of every schedule or inventory thereto annexed or therein referred to as made, given and executed by the said Company.

2. That I, as ASSISTANT SECRETARY, of the said corporation, being duly authorized to do so, did affix the seal of the said corporation to the said Participation Agreement, did sign the said Participation Agreement as ASSISTANT SECRETARY of the said Company and did duly deliver the said Participation Agreement _____ as the act and deed of the said Company on the 19th day of JUNE, 1985.

3. That the head office and chief place of business of the Company is at HAMILTON, ONTARIO, Canada.

David E Poole

Sworn before me at the
City of HAMILTON in the
county of WENTWORTH this
19th day of JUNE, 1985.

[Signature]
Notary Public in and for
the County of Wentworth and
City of Hamilton.

Notary Public, Notary Public,
County of Wentworth,
Ontario, in and for the County of Wentworth and
City of Hamilton, and for work
in connection with this Corporation and its
subsidiary Companies only
Expires - October 22, 1985

ACKNOWLEDGEMENT OF OFFICER OF CORPORATION

I, Alexander S. Murphy, of the City of London, County of Middlesex, in the Province of Ontario, Director, Private Placements of London Life Insurance Company (the "Company"), MAKE OATH AND SAY AS FOLLOWS:

1. That the paper writing hereto annexed is a true copy of a Participation Agreement, dated as of June 19, 1985 (the "Participation Agreement") and of every schedule or inventory thereto annexed or therein referred to as made, given and executed by the said Company.
2. That I, as Director, Private Placements, of the Company, being duly authorized to do so, did affix the seal of the said Company to the said Participation Agreement, did sign the said Participation Agreement as Director, Private Placements of the said Company.
3. That the head office and chief place of business of the Company is at London, Ontario, Canada.

Alexander S. Murphy

A.S. Murphy

Sworn before me at the
City of London in the
county of Middlesex this
20th day of June, 1985.

[Signature]

Notary Public in and for
the Province of Ontario.

District of Columbia)
)
City of Washington)

I, Kathleen L. Smith, a notary public for the District of Columbia, do hereby swear that on this 27th day of June, 1985, I have compared a copy of the original document entitled "Participation Agreement dated as of June 19, 1985 among Canadian National Railway Company as Lessee and Container Port of Alberta Research Corporation as Owner-Lessor and The Canada Trust Company as Trustee and London Life Insurance Company as Lender and National Steel Car Limited as Builder" and found the copy to be complete and identical in all respect to the original documents.

Kathleen L. Smith
Notary Public

My Commission Expires May 14, 1990

